IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.312 OF 2006

IN

SUMMARY SUIT NO.1688 OF 2006

M/s.Elektronik Lab. ...Plaintiff.

vs.

Western India Shipyard Ltd. ...Defendant.

Ms.Qureshi i/b. Dave & Co. for Plaintiff.

Mr.Swapnil Bangur i/b. Legal Associates for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 17th October,2006

P.C.:-

1. The suit of the plaintiff is based on invoices submitted by the plaintiff to the defendant from time to time for the services which were rendered by him. Admitted position is that the services were given by the plaintiff to the defendant. It is also an admitted position that the defendant promptly received invoices from the plaintiff. It is also an admitted position that till the defendant sent reply to the demand notice in the year 2006 not on a single occasion the defendant had

made any complaint that the price that was claimed by the plaintiff is either excessive or not as per the contract between the parties. The defence now raised by the plaintiff is that proper documents were not sent with the invoices and that the excessive price which is not agreed upon between the parties is claimed by the plaintiff, is clearly an afterthought. The defendant does not have any defence to offer Therefore, the defendant is not entitled to leave to defend the suit. The summons for judgment is granted. Suit of the plaintiff is decreed in terms of prayer clause (a) and (b). The plaintiff will be entitled to the interest as claimed in prayer clause (a). Refund of Court fees as per rules.